

15.3 The site shall not be encumbered by the storage of materials for extended periods prior to the time when installation of such materials will be required. No trenches required for utility systems and like operations shall be excavated until material required therefore is ready for installation and completion of such Work in the shortest time possible.

15.4 Contractor shall afford opportunity and facilities for the introduction and storage of material on the site and in the structure by subcontractors. Workmen, subcontractors or other representatives shall be admitted to the site only for the proper execution of the Work and shall have no tenancy.

15.5 Contractor shall send notices, make all necessary arrangements and perform all services for protection and maintenance of all public utilities during the construction period and until final acceptance of Project by Owner.

15.6 Contractor, at its sole cost and expense, shall obtain and pay for permits and inspections required to use public streets, sidewalks, curbs and paving, including cutting openings therein and shall post guarantees and bonds required and be responsible for repair and correction of damage as required by authorities having jurisdiction.

15.7 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations and valid orders of any public authority bearing on the performance of the Work. If Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any Work, knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice in writing to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

15.8 Until acceptance of the Project, or partial or full occupancy by Owner, Contractor, at its sole cost and expense, shall be the building manager and shall be responsible for providing and maintaining temporary doors for security, for locking and unlocking entrances, for protection of all parts from damage or from wetting by rains or flood water, for provision of safety and enforcement of safety regulations, for preventing unauthorized persons from entering the property, for general orderliness, for care of the adjacent properties and public ways abutting the property of Owner and for any temporary assignment of space within the site or premises.

#### **16. Submittals to Owner**

16.1 Contractor shall submit the following schedules to the Owner for approval no later than ten (10) days after Owner's request for each item. Contractor shall update each schedule listed below at the end of each month, if necessary to ensure accuracy.

16.1.1 Contemplated progress schedule by trade.

16.1.2 Contemplated payment schedule - indicate contemplated costs on a monthly basis.

16.1.3 Shop drawing and materials sample schedule - list all required shop drawings and samples for each part of the Work with reference to applicable technical section numbers. Include submission and required return dates.

16.1.4 Guarantees, warranties and bond schedule - list all required guarantees, warranties and bonds, other than warranties and guarantees required by these Contract Documents, including the Contractor's 1-year obligation to restore defects.

16.2 Contractor shall submit schedules for the review and approval of the Owner. If changes affecting the schedules are made in the Project by the Owner as the Work progresses, Contractor shall notify the Owner of the effect within five (5) days of receipt of written authorization to proceed with changes.

16.3 The progress schedule shall be revised from time to time as may be required to reflect changes in job progress or authorized extensions of construction time.

**17. Shop Drawings**

17.1 Shop drawings and/or plates and brochures, as required, shall be prepared by Contractor and submitted for approval well in advance of the time information will be required in order that the Work will not be delayed; provided, however, in no event shall any shop drawings be submitted more than twenty (20) days after the notice to proceed. No Work indicated on any one shop drawing shall be started until such drawing has been approved.

17.2 Electronic drawing compatible with the Architect's CAD system shall be submitted to the Architect for his checking. Required corrections will be noted on the Electronic Drawings and the Electronic Drawing will be returned to the Contractor via email, who shall make the necessary revisions and resubmit the revised Electronic Drawing for final approval. The Electronic Drawing, after the required corrections have been checked, or if correct when initially submitted and requiring no revisions, will be returned via email with properly approval / revision notation to the Contractor, who shall then make distribution to all parties concerned, including one copy for the Architect and, unless otherwise provided, one copy for the Owner.

17.3 Unless otherwise provided in the various trade sections of the Specifications, shop drawings requiring the interrelation of Work within a trade and shop drawings which require coordination and checking with shop drawings of another trade shall be submitted together to facilitate proper checking and coordination. In the event such coordinated submission is not made, the Contractor may be notified and checking of the shop drawings submitted will be delayed by the Architect until the remainder of the related shop drawings are submitted. Any delay in the Work resulting from Contractor's failure to comply with this requirement shall be the responsibility of Contractor and no extension of completion time will be allowed to compensate for delay in checking and return of the affected shop drawings.

17.4 So far as practicable and in order to facilitate the approval of shop drawings and their prompt return, each shop drawing shall bear a cross reference note referring to the detail number, sheet number or numbers of the Drawings showing the same Work and the Specification section covering the Work shown on the shop drawing.

17.5 Shop drawings shall indicate accurately the job conditions and dimensions and to conform to indications on the Drawings, the requirements of the Specifications and applicable supplementary details and instructions. They shall indicate the complete methods of connection, jointing, support, anchorage, reinforcement and other features of construction, together with necessary easements and clearances in the work of others, and relation of Work so detailed to finished surfaces of abutting Work. Materials and finishes of Work so detailed shall be indicated thereon.

17.6 The Architect's checking of shop drawings shall apply in a general sense only and will not relieve Contractor from the responsibility for proper fitting and construction of Work, nor from furnishing material and Work required by the Drawings, Specifications and related documents, which may not be indicated, or which may be indicated differently, on the approved shop drawings.

17.7 Shop drawings and schedules of all trades shall be submitted only by Contractor, who shall indicate by a signed stamp on the drawings or on the email transmitting said documents that he has checked the shop drawings and that the Work shown on them is in accordance with the Contract Documents and has been checked for dimensions and

relationship with work of all other trades involved. Under no conditions should shop drawings be submitted to the Architect by anyone other than the Contractor.

17.8 The checking of shop drawings and/or schedules by the Architect shall not relieve Contractor of responsibility for deviations or omissions from Drawings or the Specifications, unless he has in writing called the Architect's attention to such deviations and/or omissions at the time of submission of shop drawings, nor shall it relieve him of the responsibility for errors or omissions of any kind in shop drawings or schedules, unless such deviations, changes or omissions are duly approved as such and noted by specific approval on the drawings. When Contractor does call such deviations or omissions to the attention of the Architect, he shall state in his letter whether such deviations, changes or omissions involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change, deviation or omission. Letters fully describing any deviations, changes or omissions, together with the reasons therefor, shall be submitted by Contractor to the Architect, with copy to the Owner, together with the affected drawings.

17.9 Any changes, deviations or omissions which affect the scope of the Work, appearance, or time or price shall be considered a Change Order and shall be subject to approval by Owner in the manner provided for other Change Orders.

17.10 Shop drawings which involve changes in the design concept of the Project, the basic methods of assembly or reduce the quality of the Work may be returned to Contractor without checking unless valid reason for the change is established at the time of submission.

17.11 No portion of the Work requiring a shop drawing, product data or sample submission shall be commenced until the submission has been approved by Architect. All such portions of the Work shall be performed in accordance with approved shop drawings, product data and samples. All changes made by Architect or Contractor or directions issued by Architect in connection with preparation of shop drawings, product data and samples which involve a change in cost or in time of performance hereunder shall be made and implemented in accordance with the procedures specified for Change Orders.

## 18. Samples

18.1 Contractor shall prepare and submit for Architect's approval all samples as required by the various trade sections of the Specifications and samples of other materials as may subsequently be requested. Unless specified otherwise, samples shall be submitted in duplicate.

18.2 Samples shall be submitted in sufficient time to allow the Architect reasonable time for consideration and so as not to delay progress of the Work in the event re-submission should be required.

18.3 Each sample shall be labeled with the following information and shall have a blank space large enough for the approval stamp:

- 18.3.1 Project name and location.
- 18.3.2 Name of Contractor.
- 18.3.3 Name of subcontractor and manufacturer.
- 18.3.4 Name, finish and composition of the material.
- 18.3.5 Location and/or intended use of the material.

18.3.6 Reference to Specification section and Drawing sheet number.

18.4 Upon approval, the samples will be stamped or labeled to indicate approval and one of the samples returned to Contractor. The approved sample retained by the Architect will constitute the standard of quality and appearance of all materials of the type represented by the samples to be installed. In the event samples are not approved, Contractor will be given the reasons for disapproval and shall re-submit samples until approval is obtained.

18.5 At the option of Owner or Architect, samples will be subject to testing, and in such event such additional samples as may be required, shall be supplied by Contractor at no additional cost.

**19. Record Drawings and Maintenance Instructions**

19.1 Contractor shall furnish Owner a CD with a complete set of electronic record drawings for the Work of each trade section where so required by the technical section, and one set of printed record drawings. Record drawings shall be prepared and submitted to Contractor by each of the subcontractors as required in compliance with the following Paragraphs.

19.2 Each subcontractor shall provide and keep current a complete "as-built" record set of blueline prints, which shall be corrected daily and shall show every change from the original Drawings and Specifications, and shall show the exact "as-built" locations, sizes and kinds of equipment. Prints for this purpose may be obtained from the Architect at cost. This set of drawings shall be kept on the job site and shall be used only as a record set. The foregoing shall not be construed as authorization to Contractor to make changes in the layout without definite authorization in each case.

19.3 At the completion of the Project, Contractor shall deliver to the Architect two (2) copies (or such number is otherwise specified elsewhere in the Contract Documents) of manufacturer's manuals providing for Owner's guidance full details of the suggested care and maintenance of all visible surfaces and equipment included in this Project.

19.4 Contractor shall furnish all literature of each manufacturer relating to equipment, including motors or other manufactured equipment. He shall also submit cuts, wiring diagrams, instruction sheets and all other information pertaining to same that would be useful to Owner in the operation and maintenance of same, to the extent that this information is reasonably available from manufacturers and/or is not shown on the as-built drawings.

**20. Materials and Equipment**

20.1 Contractor warrants to Owner that all materials and equipment furnished under the Contract Documents will be new and the best of their respective kinds, unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty or remedy required by law or by other portions of the Contract Documents.

20.2 Especially manufactured or fabricated Work made to detail and delivered to the site with the intention of forming a part of the permanent structure, when accepted, shall be considered as the property of Owner, and the value thereof, upon acceptable substantiation, may be included in the periodic requests for payment. Form lumber and bulk building materials, including brick, aggregate and cement, shall be considered as the property of Contractor until actually incorporated into the Work, and the value thereof shall not be included in the periodic requests for payment.

20.3 Insofar as is practicable, material of one manufacture for each specific purpose shall be used throughout the Project, except where otherwise required, and where the nature of such allows, shall be delivered to the site in original and unbroken cases, cartons or containers with the name or brand of the manufacturer plainly marked thereon.

20.4 Owner reserves the right to purchase material or supplies directly and furnish them to Contractor for installation in compliance with the Contract Documents. Contractor agrees to accept all FBO materials and incorporate same into the Work as required by Owner.

20.5 Construction materials which do not become a permanent part of the construction and which have previously been used in the Work and are proposed to be re-used, shall be sorted as to class, size and kind and piled and stored in an orderly manner and kept readily accessible. Such materials may be re-used in the Work, provided they are structurally sound, clean, entirely suitable and approved for the intended use by Owner. Re-used form lumber for exposed concrete surfaces shall be of such quality so as to produce concrete surfaces of the same appearance and quality as the surfaces produced by the initial use of the forms.

20.6 Where installation of Work is required to be performed in accordance with the product manufacturer's instructions, Contractor shall, unless otherwise provided in the Contract Documents, procure and distribute the necessary copies of such instructions. Manufacturer's instructions shall be subject to approval and/or modification by the Owner. Unless otherwise required, Contractor shall obtain and deliver to the Owner two copies of such instructions at least two weeks prior to start of the Work involved.

## **21. Substitution of Material**

21.1 Where materials, equipment or process are specified in a Specification by patent, proprietary name or name of the manufacturer, such Specification shall, unless otherwise specified or restricted, be deemed to be used for the purpose of establishing a standard for that particular item and shall be deemed to be followed by the words "or other as approved by the Architect or Owner." Any bidder, manufacturer or distributor may offer for approval any material, item of equipment or process which he considers to be equal in every respect to that indicated or specified.

21.2 Requests for approval of materials, equipment or processes not named in the Specifications shall be submitted in writing as a part of the submission of proposals. Requests for approval shall be accompanied by such supplemental technical information and/or samples, where required, as may be necessary for evaluation of the product.

21.3 If, in the opinion of the Owner or Architect, the suggested substitution is equal to the material, equipment or process originally specified, or otherwise fulfills the requirements of the Project, the approval will be confirmed in writing to Owner and Contractor. Approval of proposed substitutions shall not be deemed to have relieved Contractor of responsibility for the proper execution of the Work nor from warranty and maintenance requirements imposed by the Contract Documents.

21.4 Where no substitutions are proposed or approved in conformity with the provisions of this Article, then no deviation from the materials, equipment or process specified will be allowed, excepting only the following cases and provided in each such case the substitution has been approved by the Owner or Architect:

21.4.1 The manufacture or production of the specified material, process or equipment has been discontinued.

21.4.2 The specified material, process or equipment is not available in sufficient quantity or quantities to complete the Work. Failure of Contractor to award subcontracts in sufficient time, or failure of Contractor or the subcontractor involved to place orders for materials so as to insure delivery without delaying the Work, will not constitute cause for approval of substitute materials.

21.4.3 Delays beyond the control of Contractor, such as strikes, lock-outs, storms, fires or acts of God, which preclude the procurement and delivery of materials or equipment for purposes of the Project, and for such other reasons as the Owner or Architect may deem to justify the substitution.

**22. Workers and Workmanship**

22.1 Contractor and its subcontractors shall at all times enforce strict discipline and good order among their employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

22.2 Contractor shall not employ any labor on its own payroll nor allow any subcontractor to employ any labor which may cause dissension with other workers on the premises.

22.3 The workmanship of apprentices and helpers shall not be allowed where that of journeymen and master mechanics is necessary to obtain the required standard of workmanship. Workmen employed shall be competent and skilled in the performance of their particular Work and shall be employed under the prevailing local working conditions and in the status customary in projects of the size and type involved. Workmen or supervisory personnel deemed incompetent or improperly employed, or whose Work on this Project could result in a work stoppage or unacceptable results, then or at any subsequent time during the Project, shall be dismissed forthwith and shall not be re-employed on the Project. The fact that journeymen or master mechanics were employed in the execution of sub-standard Work shall have no effect upon the acceptance or rejection of such Work.

22.4 In the hiring of employees for the performance of Work by Contractor or any subcontractor, neither Contractor nor any subcontractor shall by reason of race, religion or color discriminate against any citizen who is qualified and available to perform the Work to which the employment relates, nor shall Contractor or any subcontractor discriminate in any manner against or intimidate any employee on account of race, religion or color.

22.5 Workmanship shall be the best of its respective kind for each of the various trades and shall be executed in accordance with the Contract Documents and under direct supervision of competent representatives of Contractor and the various subcontractors, and of the manufacturer where so required.

22.6 Contractor and all of his subcontractors are responsible for complying with all aspects of United States Immigration law, including but not limited to the Immigration Reform and Control Act of 1986, and verifying employment eligibility for it's workforce.

**23. Inspection of Work and Testing of Materials**

23.1 Except as may be modified in the various technical sections of the Specifications, the procedures for inspection of Work and testing of materials under this Section shall apply.

23.2 Materials and products to be incorporated in the Project shall, at Owner's decision, be subject to inspection and testing, both at the site and in the shops or plants of manufacture. Contractor shall give timely notice of the readiness of any Work, products or materials that are required by the Contract Documents or by public authority having jurisdiction to be inspected, tested or approved.

23.3 Access to the Work wherever it is in preparation or progress shall be permitted at all times and Contractor shall provide safe and proper facilities for such access and inspection.

23.4 Work required to be inspected shall be left exposed until inspected and approved. Should such Work be covered without approval, when directed by Owner it shall be uncovered for examination and recovered after approval

at no additional cost to Owner. Re-examination of questionable concealed Work may be ordered by Owner and/or governmental inspection authorities having jurisdiction.

23.5 If Owner determines that any Work requires special inspection, testing or approval which the preceding paragraphs do not include, he will instruct Contractor to order such special inspection, test or approval and Contractor shall give notice as noted in preceding paragraphs. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents or with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, Contractor shall bear all costs thereof, including the Architect's additional services made necessary by such failure and the cost of such testing or inspection; otherwise Owner shall bear such costs and an appropriate Change Order shall be issued.

23.6 Required inspections and tests and the reports shall be made by a qualified testing engineer or laboratory selected or approved by Owner. Certified copies of test reports shall be furnished as follows:

- 23.6.1 One copy to Owner.
- 23.6.2 One copy to Architect.
- 23.6.3 One copy to consulting engineer.
- 23.6.4 One copy to Contractor.
- 23.6.5 One copy to the building department under whose jurisdiction the Project is constructed.
- 23.6.6 One copy to the supplier of the material tested.

23.7 If Owner or Architect wishes to observe the inspections, tests or approvals required by this Section, they will do so promptly and, where applicable, at the source of supply.

23.8 Neither the observations of the Architect nor inspections, tests or approvals by persons other than Contractor, shall relieve Contractor from his obligations to perform the Work in accordance with the Contract Documents.

23.9 Preliminary inspection and approval of materials during the process of manufacture or at the time of delivery and intermediate inspection and approval of installed Work before covering shall be subject to the Contract Documents relating to final inspection and acceptance of the Work as a whole and to the provisions of the Contractor's warranty.

23.10 Except as otherwise provided herein, the cost of testing and inspection shall be paid by Owner.

#### **24. Correction of Work**

24.1 Contractor shall promptly remove from the premises all Work determined by Owner prior to completion to fail to conform to the Contract Documents, whether or not incorporated into the improvements under construction, and Contractor shall promptly replace and re-execute or cause to be replaced and re-executed all such Work. Contractor shall not be entitled to reimbursement for the cost of such removal, replacement and re-execution.

24.2 If Contractor does not remove such non-conforming Work within a reasonable time, fixed by written notice from Owner, Owner may remove it and store the material at the expense of Contractor. If Contractor does not promptly pay the expenses of such removal and storage, Owner may at its election, deduct such expenses from any

payment due Contractor hereunder or bring such action as Owner may deem appropriate for the recovery of such expenses.

24.3 If Contractor does not replace and re-execute such non-conforming Work or cause it to be replaced and re-executed within a reasonable time, fixed by written notice from Owner, Owner may, without prejudice to any other remedy it may have, cause such Work to be replaced and re-executed at the expense of Contractor. If Contractor does not promptly pay the expense of such replacement and re-execution, Owner may at its election deduct such expenses from any payment due Contractor hereunder or bring such action as Owner may deem appropriate for the recovery of such expenses.

24.4 Contractor shall not stop the Work or any portion thereunder except as directly affected by removal of such condemned Work.

24.5 If any Work is covered contrary to the request of the Architect or Owner, it must, if required by Owner, be uncovered for his observation and replaced at Contractor's expense. If any other Work has been covered which the Architect or Owner has not specifically requested to observe prior to being covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If such Work be found to be not in accordance with the Contract Documents, Contractor shall pay such costs.

24.6 Neither the issuance of the Certificate of Final Completion nor payment of the final payment shall relieve Contractor of responsibility for faulty or defective materials and workmanship, and he shall remedy all defects due thereto and pay for damage which may appear within any warranty period to other Work resulting therefrom, all in a satisfactory and acceptable manner. Owner shall give notice of observed defects with reasonable promptness.

24.7 In addition to corrections required because of faulty or defective Work, the related requirements of these General Conditions are extended to include maintenance of a continuing service character, where required under various technical sections of the Specifications.

## **25. Cutting and Patching**

25.1 All trades shall perform and time their Work so as not to require unnecessary cutting. All Work shall be performed in accordance with information obtained from Drawings and Specifications, detail drawings or instructions from the various trades so as to avoid where possible, the necessity of cutting. Contractor or its subcontractors shall not endanger any Work by cutting, excavating or otherwise altering the Work and shall not cut or alter the Work of any other contractor without the consent of Owner.

25.2 All trades shall promptly install conduits, outlets, piping sleeves, boxes, inserts, anchors and other equipment into walls, floors and other construction to meet requirements of construction progress of all other trades. All subcontractors and trades shall cooperate freely under the coordinating direction of Contractor to the end that all parts of the Work may proceed advantageously and in complete harmony. If there is a need for cutting, then it and the resulting corrective patching shall be done at the expense of the trade requiring it. Any cost caused by defective or ill-timed Work shall be borne by the party responsible therefore, and not by Owner in any event. No indiscriminate cutting or patching shall be performed until Owner has been consulted for proper directions. Careless or avoidable cutting will not be tolerated.

25.3 Contractor shall do all cutting, fitting or patching of its Work that may be required to make its several parts fit together properly. In all cases, care shall be exercised in cutting operations. Contractor shall perform operations under supervision of competent mechanics skilled in applicable trades and shall cut openings as small as possible to avoid damage.



25.4 Wherever cutting, removal or alteration of existing Work is necessary to form connections with new Work, or otherwise meet the requirements of the Contract Documents, such Work shall be performed as necessary to avoid damaging the Work that is to remain in place, and patching and repairs shall be made in workmanlike manner, using materials, construction, details and finishes matching the existing Work.

**26. Clean-Up**

26.1 Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his or his subcontractors' operations. Materials to be used shall be kept in an orderly manner, neatly stacked or piled.

26.2 Upon completion of the Work of any subcontractor, such subcontractor shall remove his surplus materials and debris from job site. At the completion of all the Work, Contractor shall remove all waste materials and rubbish from and about the Project, as well as all tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the Work "broom-clean" or its equivalent, except as otherwise specified. Subject to exceptions specified, Contractor and all subcontractors shall use materials and methods for cleaning and polishing as recommended by the applicable manufacturers. Soaps and cleaners shall be of types not injurious to surfaces on which they are used. Use of acids is prohibited except as specified.

26.3 All Work shall be left clean and free of dirt, splatterings of paint, plaster, concrete, mortar, fingerprints and foreign matter. Contractor shall leave the building and premises clean and orderly, ready for the occupancy for which it is intended, and in accordance with, but not limited to, the following, in addition to "broom-cleaning:"

26.3.1 Remove all stains from glass; wash and polish same inside and out. Do not scratch glass or glazing compound.

26.3.2 Clean fixtures and equipment, floors, wall and ceiling surfaces, doors and other surfaces exposed to view.

26.3.3 Clean and polish metal surfaces, including doors and hardware.

**27. Protection of the Work**

27.1 Protection of Work shall be continuously maintained by Contractor in such suitable form as will protect the Work as a whole and in part, and adjacent property and improvements from accidents, injury or damages. Contractor shall properly protect the Work with lights, guard rails, temporary covers and barricades; provide excavations with proper enclosures; brace and secure all parts of the Work against storm and accident and provide such additional forms of protection as may be necessary in the prevailing circumstances.

27.2 Should construction, materials or equipment become damaged, destroyed or stolen through negligence on the part of Contractor or any subcontractor or the agents or employees of any of them while the Work remains under Contractor's jurisdiction, Contractor shall repair or replace same to the satisfaction of Owner, without cost to Owner.

27.3 Contractor and all subcontractors shall provide protection for their own materials, tools and equipment employed in the Work including the tools of workmen. Except where otherwise expressly stipulated, Owner shall not be held to have incurred any liability for loss of or damage to materials, tools and equipment of Contractor or of those persons employed by him, by subcontractors or otherwise.

27.4 Contractor shall be solely responsible for the safety and condition of his and the various subcontractors' materials and implements stored in or about the building and the site. Should it become necessary during the Project to remove such materials and implements to facilitate and maintain scheduled progress of the Work, Contractor shall remove materials and implements to some new location and such moving shall be done without additional charge. Should Contractor fail, refuse or neglect to commence the Work of removal of materials and implements within two (2) days after notifications or to prosecute the Work of removal with due diligence, Owner may cause the materials or implements to be moved and the cost thereof shall be deducted and paid by Owner out of monies which may be due or may become due to Contractor.

27.5 Contractor shall be responsible for the patching and replacing of all damaged Work. Patching and replacing of damaged Work shall be done in accordance with the Contract Documents, and the cost shall be an obligation of Contractor. At completion of the Project, damage to the Project shall be satisfactorily repaired or replaced by Contractor at its sole cost and expense.

27.6 Rain, surface or subsurface water and other fluid shall not be allowed to accumulate in excavations or under or about the structures. Should such conditions develop or be encountered, the water shall be kept constantly controlled and legally disposed of by temporary pumps, piping, ditches, dams or other methods.

27.7 Carts, hand trucks, wheelbarrows and similar wheeled conveyances used on or in any portion of the structure shall be equipped with pneumatic tires, except where otherwise expressly authorized.

## **28. Protection of Persons and Property**

28.1 Contractor shall comply at all times with Federal OSHA and Local OSHA requirements. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

28.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority including OSHA, having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent properties.

28.3 Such protective measures as may be required to adequately protect the public from hazards of construction work and to exclude unauthorized persons from the Work shall be provided and maintained by Contractor. When regulated by local building code or other authority, such requirements for protection shall be considered as minimum requirements and Contractor shall be responsible for such protection in excess of minimum requirements as may be required hereby.

28.3.1 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

28.3.2 All workmen and other employees of Contractor and subcontractors on the Project and all visitors and other persons who may be affected thereby;

28.3.3 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, as long as it is under the care, custody or control of Contractor or any subcontractors or sub-subcontractors; and

28.3.4 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

28.4 No part of the Work shall be performed, nor shall any of the material, supplies, articles or equipment be manufactured or fabricated in any plant, factory, building or surroundings, or under working conditions which are unsanitary, hazardous or dangerous to the health and safety of employees engaged therein. Precautions shall be exercised for the protection of all persons and property.

28.5 Should the manufacturer of a specified material or product supply instructions, either by label on the container or by independently issued bulletin or instructions pertaining to the product, which refer to possible health and/or safety hazards in the use of the product, Contractor shall be responsible for the proper use and application of the product in conformity with such instructions, and shall be responsible for all damage or injury resulting from failure to comply with such instructions.

28.6 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall conduct such activities under the supervision of properly qualified personnel.

28.7 Internal combustion engines and compressors shall be equipped with mufflers to reduce noise to a minimum and shall not be operated in enclosed areas without adequate ventilation.

28.8 Owner may provide such watchmen's service as he deems necessary to protect his interests during the progress of construction of the Project, but any protection so provided by Owner shall not in any way relieve Contractor of the responsibility for the safety and condition of the Work and material until the completion and acceptance thereof. Contractor shall employ such watchmen's service as he may deem necessary to properly protect and safeguard the Work and material. Owner shall not in any way be liable or responsible for damage or loss to the Work or material due to trespass or theft.

28.9 All damage or loss to any property referred to herein and caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor at its sole cost and expense.

28.10 In any emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by Contractor on account of emergency Work shall be determined as provided in the Agreement for Changes in the Work.

**29. Fire Precautions and Protection**

29.1 Contractor shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to the Work, building materials, equipment, temporary field offices, storage sheds and public and private property. Contractor shall be responsible for providing, maintaining and enforcing the following conditions and requirements during the entire construction period:

29.1.1 Contractor's superintendent in charge shall inspect the entire Project at least once each week to make certain that the conditions and requirements of the Contract Documents and applicable law are being adhered to.

29.1.2 An adequate number of outlets and supply of fire hose of required size and length to protect the construction area shall be provided by Contractor as soon as water is available or when construction starts. Installation

shall be in compliance with requirements of applicable codes and/or regulations established by public authorities having jurisdiction.

29.1.3 Contractor shall provide and maintain in working order during construction portable fire extinguishers, the number and locations of which shall be as required by applicable codes or the requirements of public authorities having jurisdiction. In the absence of such requirements, Contractor shall provide not less than four (4) fire extinguishers conveniently located for proper protection for each 25,000 sq. ft. of floor area. Fire extinguishers shall be either 2-1/2 gal. capacity water type gas cartridge expelled units or 5 gal. capacity pump type. Extinguishers shall have the approval of Fire Underwriter's Laboratory and shall be inspected at regular intervals and recharged as necessary. In areas of flammable liquids, asphalt or electrical hazards, extinguishers of the 15e lb. carbon dioxide type or 20-lb. dry chemical type shall be provided.

29.1.4 No open fires shall be permitted.

29.1.5 Only a reasonable working supply of flammable building material shall be located inside of, or on the roof of, the building(s) of the Project.

29.1.6 Tarpaulins used during the course of construction shall be of a flameproof type and secured in-place against damage or flapping from winds.

29.1.7 Oil-soaked rags, papers and other highly combustible materials shall be removed from the Project at the close of each day's work, and more often where necessary, and placed in metal containers with tight-hinged lids.

29.1.8 Gasoline, benzene or similar combustible materials, as well as flammable or waste materials subject to spontaneous combustion, shall not be poured into sewers, manholes or traps, but shall be safely disposed. Contractor shall make appropriate arrangements for storing these materials outside of the Project.

29.2 When public authorities or codes impose regulations relating to fire prevention and control, such regulations shall be considered as minimum requirements and not requirements in lieu of those set forth above.

### **30. Environmental Control**

30.1 All materials and work procedures used on the Project shall comply with all air pollution, water pollution and other environmental pollution control regulations in effect at the site of the Project. Contractor shall be responsible for obtaining all necessary approvals and certification as to compliance of material and procedures.

30.2 Throughout the entire construction period, Contractor shall effectively dust-palliate the working area, unpaved roads used in the operations and involved portions of the site. Such palliation shall include chemical treatment or intermittent watering and sprinkling of such frequency as will satisfactorily allay the dust at all times during construction.

### **31. Miscellaneous**

31.1 All notices and demands of any kind or nature which either party hereto may be required or desires to serve upon the other party hereto under the terms of the Agreement shall be in writing and shall be served upon such other party by personal service or by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, or sending by overnight express courier, addressed to the party so to be served as follows:

If to Owner:

Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233  
Attn: Vice President - Construction

If to Contractor:

Colorado Structures, Inc. - CA  
5060 Robert J. Mathews Parkway, Suite 110  
El Dorado, CA 95762  
Attn: Joe Hall

In case of service by mail, notice shall be deemed given, unless it is sooner received, at the expiration of the third (3rd) business day after the date of mailing. If by overnight delivery, notice shall be deemed given one (1) business day after sending. If by personal service, notice shall be deemed given when delivered. The addresses to which and the persons to whom notice and demand shall be delivered may be changed from time to time by notice served as hereinabove provided.

31.2 Neither the rights nor the obligations of Contractor under the Agreement may be assigned or assumed by any other party except to the extent of duties assumed by subcontractors, and in any such case subject to the prior approval of Owner. In no event may Contractor assign any right to monies due or to become due to Contractor hereunder. The Agreement, and all warranties, guarantees and other obligations hereunder, may be assigned by Owner to any mortgagee, any affiliated entity, or any entity which now owns or hereafter may acquire the fee title to or leasehold interest in and to the property to which the Agreement relates. Except as hereinabove specifically provided, the Agreement shall be binding upon and shall inure the benefit of the respective successors and assigns of the parties hereto.

31.3 The Agreement and the other Contract Documents, as and when prepared and added hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior agreements and understandings, including all correspondence, between the parties hereto with respect to the subject matter hereof, both oral and written.

31.4 No provision of the Agreement may be waived, changed or modified, or the termination or discharge thereof agreed to or acknowledged orally, but only by an agreement in writing signed by the party against whom the enforcement of any such waiver, change, modification, termination or discharge is sought.

31.5 The headings of the several paragraphs hereof are included herein solely for convenience of reference and are not intended to aid in the construction of or to govern the terms and provisions of this Agreement.

31.6 The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31.7 The Contractor hereby agrees to execute any and all documents which may be reasonably requested by a construction or permanent lender, including the assignment of the Contract, in whole or in part, and the Contractor shall be bound thereby.

31.8 Notwithstanding anything in the Contract Documents to the contrary, the Owner shall have, at all reasonable times, the right to enter the Project for the purpose of conducting marketing activities and inspecting the Work. The Contractor shall provide for such access.

31.9 The Agreement shall be governed and construed in accordance with the laws of the State of Virginia.

Initials:

Owner:

Contractor:

Colorado Structures, Inc. - CA

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### EXHIBIT B

#### Specifications & List of Drawings Used to Prepare the Bid

Project Number: 4176  
Contractor: CSI Construction

Project Name: Monrovia, CA

Sheet	Title	Latest Revision Date
	Project Manual (Specifications)	
T1.0		1/21/2008
C1.0		12/21/2007
S1		1/11/2008
AD1.0		1/21/2008
AD1.1		1/21/2008
AD2.0		12/21/2007
AD3.0		12/21/2007
A2.0		1/21/2008
A2.1		1/21/2008
A2.2		1/21/2008
A2.3		12/21/2007
A2.4		12/21/2007
A2.5		12/21/2007
A2.6		12/21/2007
A2.7		12/21/2007
A3.1		12/21/2007
A3.2		12/21/2007
A3.3		12/21/2007
A4.1		1/21/2008
A4.2		12/21/2007
A5.1		12/21/2007
A5.2		12/21/2007
A5.3		12/21/2007
A6.1		12/21/2007
A7.1		12/21/2007
M1.0		1/8/2008
M2.0		1/8/2008
M3.0		1/8/2008
P1.0		1/8/2008
P2.0		1/8/2008
E0.1		1/8/2008
E1.0		1/8/2008
E2.0		1/8/2008
E3.0		1/8/2008
E3.1		1/8/2008
E3.2		1/8/2008
E4.0		1/8/2008
E5.0		1/8/2008
E5.1		1/8/2008
E6.0		1/8/2008
E6.1		1/8/2008
E7.0		1/8/2008

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**END OF EXHIBIT B**

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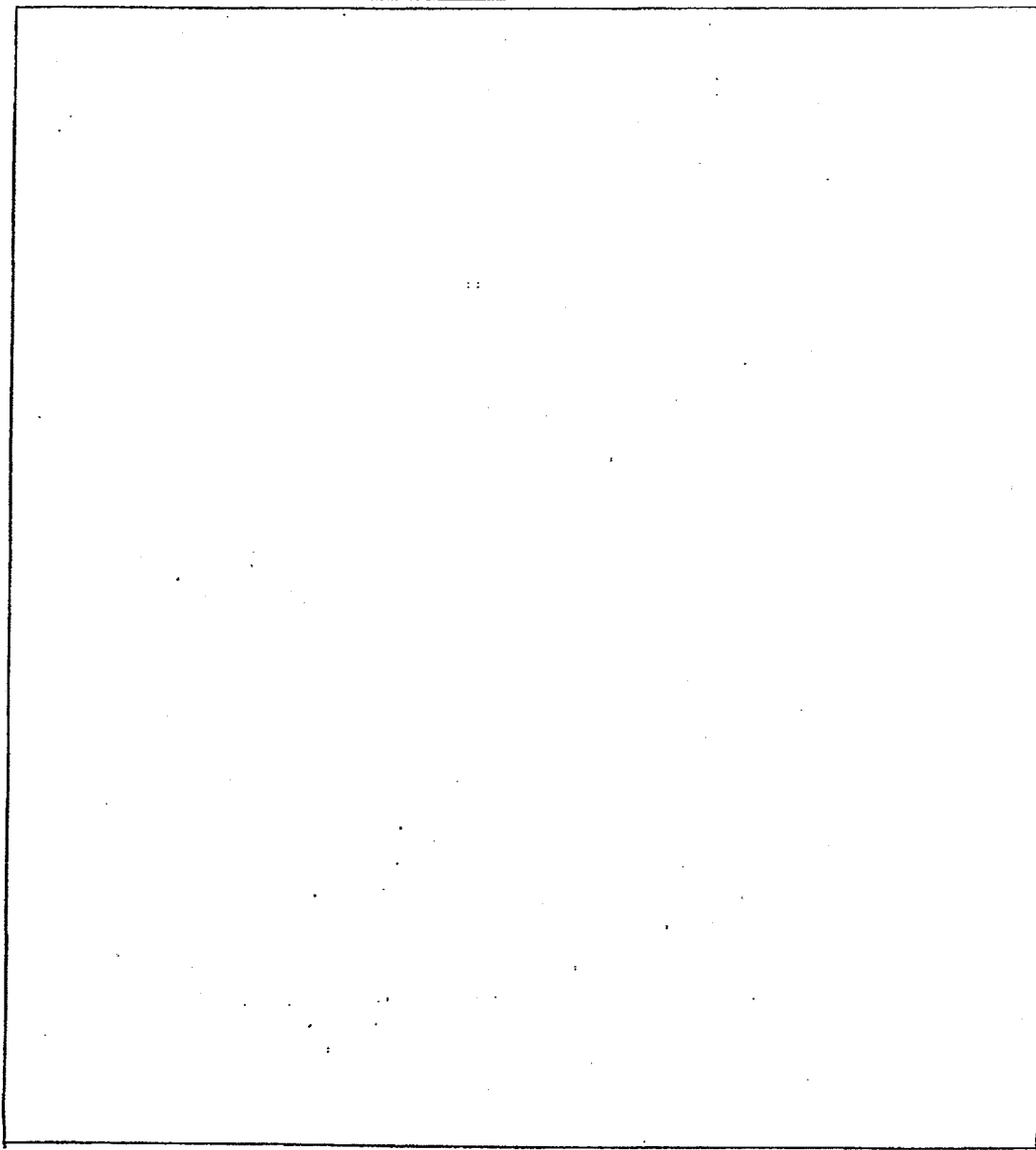
## EXHIBIT B-1

Clarifications & Qualifications  
to the Bid

Project Number: 4176

Project Name: Monrovia, CA

Contractor: CSI Construction



END Exhibit B-1

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**EXHIBIT B-2**  
**Monrovia, CA #4176**  
**February 8, 2008**  
**PRE-BID MEETING MINUTES**

- 1) Please read the Invitation to Bid e-mail carefully and print its contents for use by all parties in preparing the bid. It contains up-to-the-minute revisions to the bids for this project. The first paragraph "Note" states that information contained in the invitation supercedes direction to the contrary found in the plans and specifications and can only be countermanded by direction from Circuit City (NOT from the architect).
- 2) Bidders are to make sure that they are able to access Expsite and successfully make entries on their bid form. In addition to the bid form, Do NOT wait until bid day to start entering information on the bid form. Contact Dave Bennett at 804-527-4000 ext 2410 if you are experiencing difficulty.
- 3) The general contractor is to use the RFI system during bidding. This is the only way of getting questions answered in a timely fashion for all bidders. Please limit the number of questions to one per RFI unless they are related to the same topic. Check the RFIs regularly and frequently as bid day approaches.
- 4) Drawings have been submitted for the building permit. Once the permit is ready the successful GC will pick up the permit and Circuit City will reimburse the direct cost of the permit.
- 5) Material Allowances : No longer used. See FBO listings on Drawing T1.0 and elsewhere. Do not include Allowances in your bid.
- 6) Alternates – When directed to provide alternates, include your responses in Exhibit B-1 of the Bid Form.
- 7) Please be aware of the "Task" box on the drawings Title Sheet T1.1. This table lists the GENERAL division of responsibility for the project. Specific details about utilities may significantly differ (ie: electrical should always be bid per sheet E6.0) Do not qualify your bid "Utilities to 5' out" as this is almost always incorrect.
- 8) **NOTE:** It is the responsibility of the General Contractor to take weather conditions into account when bidding this project. All costs for weather protection and conditions are to be included in the base bid. Please refer to the Contract and General Conditions, Exhibit A, which are included in the project specifications for exceptions.
- 9) This is an existing building. Circuit City is taking this building in "as-is" condition
  - i) All utilities are existing in place, please see MEP sheets in the drawings for exact scope of work
  - ii) There is no work being done by the Property Owner or their contractors.
- 10) Circuit City has implemented a Furnished By Owner (FBO) program. Refer to drawing T1.0 and others for the FBO listings.

Pre-Bid Meeting Minutes

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- 11) The GC's superintendent is to remain on-site through Grand Opening.(Add two (2) weeks from project Turnover Date).
- 12) The Electrician's foreman is to be on site for the day of Grand Opening.
- 13) The GC is to include final cleaning of all store fixtures, including shelving, countertops and glass. This is to be completed during the final week of turnover.
- 14) The General Contractor is to provide 300 sheets of 1/8" single-tempered Masonite hardboard material for use in floor protection. The GC is responsible for installing the floor protection boards (including providing duct tape), maintaining floor protection at all times, and final removal. The GC is to include one additional removal and installation of the floor protection boards in their bid. No lifts or other construction traffic are to be permitted on unprotected finished floors at any time.
- 15) Include as-built survey: As soon as the exterior walls are complete provide as-built survey of the building footprint. Standard calculations are from the middle of each demising wall and from outside wall to outside wall front to back. If we are an end cap or stand alone building, all walls are measured outside to outside. The square footage of the vestibule should be included. Provide drawing (3 copies) showing the footprint, actual dimensions and calculations, stamped and signed (with wet seal) by a registered surveyor or civil engineer. This drawing must be scanned and uploaded to Exsites, with notification to Sara Snelson, Construction Manager and Tom Drapac.
- 16) It is the General Contractor's responsibility to coordinate with Circuit City's sign installer to insure that the blocking and surfaces to receive exterior signs are ready by the date shown on the contract in order for them to have the signs installed by the Ready for Fixtures date. This includes coordinating construction in the areas where the sign installer will have to mobilize their equipment in order to do the install and to have the electrician available to make final connections. GC must post photographic evidence on Exsites that the blocking has been installed. Notify Construction Manager, Dana Franson, Tom Drapac.
- 17) It is the responsibility of the General Contractor to coordinate with gas, power, water, sewer and communication utilities to ensure that all work is completed and that all services, including meters, are available and operating when needed. The General Contractor shall notify Circuit City of any Impact Fees, Meter Fees or Utility Connection Fees needed to facilitate timely utility service or may pay these fees directly and submit detailed invoices to Circuit City for reimbursement.
- 18) Spec Section 02282 - Termite Control. DO NOT include termite treatment (soil poisoning) in your bid UNLESS required by law.
- 19) Include two (2) Painters ten (10) hours each for one (1) day to touch up paint following Merchandising and prior to Grand Opening, as scheduled with the Store Director.
- 20) Include treated 2x4 continuous wood base at all Warehouse drywall partitions.
- 21) Include usage costs for Temporary Utilities. Make application for and coordinate installation of Permanent Utilities. Include all permanent utility costs through Turnover Date in your bid. All utilities will be opened by the GC in their own name and will be transferred into CC's name on Turnover. CC will not pay permanent utility consumption costs incurred prior to Turnover Date.
- 22) Circuit City will reimburse the General Contractor for the General Building Permit Fee. All other Permit Fees, i.e. Mechanical, Plumbing, Electrical, etc., are to be included in the bid.
- 23) Do not include any impact fees, meter fees, and connection fees imposed by local or state jurisdictions in your bid. CC will reimburse these costs.

Pre-Bid Meeting Minutes

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24) The bidders are to include the cost of Permits for Construction Trailers and "Coming Soon" signs in their bid.

25) Other Instructions:

- a) Start of Construction is tentatively slated for 3/3/08
- b) Please include all demolition in your bid, with the exception of the Fire Sprinkler System demolition, which will be FBO.
- c) All Structural Steel will be provided and installed by the General Contractor, this will not be an FBO item.
- d) Existing exterior building signage will be removed and disposed of by the General Contractor. (Front and side signs). New exterior building signage will be FBO. The pylon sign will be changed out by the FBO Sign vendor.
- e) It is the General Contractor's responsibility to remove the all existing flooring coverings and adhesive from the existing slab.
- f) Please carefully review the scope of work in the existing bathrooms for what is to be removed, reworked, and/or replaced.
- g) Remove all light fixtures, hangers, and overhead conduits completely that are not reused in the new build-out.
- h) All existing roof top units are to be removed. See Mechanical Plans for new unit requirements. All repair work to the roof membrane will be by the General Contractor, including damage caused by the removal of existing rooftop units and installation of new roof top facilities.
- i) The staging area will be in the northwest corner of the front parking lot, include in your bid perimeter fencing for the Staging Area. Also include patch, repair, seal, and stripping of the asphalt parking lot from damage caused by construction & staging activities, and return to the condition at the date of Start of Construction.
- j) Please photo document all exterior parking, drive aisles and access roads around the building and post in Exesite prior to the Start of Construction. Also photo document the general roof condition and any existing abnormalities, prior to Start.

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CIRCUIT CITY STORES, INC. 4176 -- Monrovia, CA

CSI Construction

**SECTION 0300**

**BID PROPOSAL FORM**

TO: Circuit City Stores, Inc. herein called "Owner".

1. Pursuant to and in compliance with the Invitation to bid and the proposed contract documents relating to the construction of:

CIRCUIT CITY STORES, INC. 4176 Monrovia, CA

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and do all the work required to construct and complete said work in accordance with the Contract Documents, for the following sum of money:

Base Bid: For all labor and materials, services, and equipment necessary for the completion of the work shown on the drawings, the written specifications, and:

Addenda No. <u>1</u>	Dated <u>1/21/2008</u>
Addenda No. <u>2</u>	Dated <u>1/28/2008</u>
Addenda No. <u>3</u>	Dated <u>2/7/2008</u>
Addenda No. <u>4</u>	Dated <u>2/11/2008</u>
Addenda No. <u>      </u>	Dated <u>      </u>

for the sum of: As stated on the attached Bid Breakdown

2. Should the undersigned be required to perform work over and above that required by the Contract Documents, or should he be ordered to omit work required by the Contract Documents, he will be paid extra or credit Owner, as the case may be, on the basis of unit prices quoted herein, price quoted being sum total compensation payable or creditable for such items or work.

**UNIT PRICING**

DESCRIPTION OF WORK	EXTRA	CREDIT
Reinforcing Steel in footings, grade beams, retaining walls and foundation walls, in place, per ton	\$ <u>2,000.00</u>	\$ <u>1,600.00</u>
Concrete Footings, Earth Formed, in place per cy	\$ <u>225.00</u>	\$ <u>150.00</u>
Concrete Footings Formed, in place, per cy	\$ <u>250.00</u>	\$ <u>175.00</u>
Concrete Foundation Walls, in place, per cy	\$ <u>300.00</u>	\$ <u>225.00</u>
Concrete Retaining Walls, in place, per cy	\$ <u>300.00</u>	\$ <u>225.00</u>
CMU Foundation Walls, in place, per sf	\$ <u>12.00</u>	\$ <u>8.00</u>

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Earthwork Unit Price Definitions: Excavation includes removal processes, loading, hauling, and disposal. Unsuitable material is existing material (Not hazardous material), found to be incapable of supporting design loading. Borrow material is defined as material provided from off-site sources. Borrow material includes purchase of material, transportation, spreading and compaction to specifications.

Bulk Rock Excavation, (ripped), per cy	\$ 275.00	\$ 233.00
Bulk Rock Excavation, (blasted), per cy	\$ 250.00	\$ 209.00
Trench Rock Excavation (machine), per cy	\$ 215.00	\$ 186.00
Trench Rock Excavation (blasted), per cy	\$ 200.00	\$ 163.00
Hand Rock Removal, per cy	\$ 145.00	\$ 116.00
Bulk Earth Excavation, per cy	\$ 115.00	\$ 93.00
Unsuitable Material Excavation (More than 100cy), per cy	\$ 100.00	\$ 79.00
Trench Earth Excavation, per cy	\$ 40.00	\$ 33.00
Hand Earth Excavation, per cy	\$ 25.00	\$ 19.00
Borrow Structural Fill Compacted, in place, per cy	\$ 21.00	\$ 16.00
Mirafi (or Equal) Soil Fabric, in place, per sy	\$ 18.00	\$ 12.00
Additional Topsoil in Place, per cy	\$ 120.00	\$ 93.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Fire extinguishers (per unit installed cost) to add to or deduct from units or allowance specified by local authorities. (List unit price for each type)	Type A Type B Type C	\$ 80.00 \$ 80.00 \$ 80.00

3. ADDITIONAL WORK PERFORMED ON A TIME & MATERIAL BASIS

A. ELECTRICAL

Foreman hourly rate, including mark-up	\$ 75.00	\$ 75.00
Journeyman hourly rate, including mark-up	\$ 65.00	\$ 65.00
Apprentice hourly rate, including mark-up	\$ 55.00	\$ 55.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%

B. MECHANICAL (HVAC)

Foreman hourly rate, including mark-up	\$ 72.00	\$ 72.00
Journeyman hourly rate, including mark-up	\$ 62.00	\$ 62.00
Apprentice hourly rate, including mark-up	\$ 54.00	\$ 54.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%

C. MECHANICAL (PLUMBING)

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Foreman hourly rate, including mark-up	\$ 72.00	\$ 72.00
Journeyman hourly rate, including mark-up	\$ 52.00	\$ 52.00
Apprentice hourly rate, including mark-up	\$ 54.00	\$ 54.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%
<b>D. FIRE SPRINKLERS</b>		
Foreman hourly rate, including mark-up	\$ 72.00	\$ 72.00
Journeyman hourly rate, including mark-up	\$ 62.00	\$ 62.00
Apprentice hourly rate, including mark-up	\$ 54.00	\$ 54.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%
<b>E. CARPENTRY (Drywall Framing)</b>		
Foreman hourly rate, including mark-up	\$ 65.00	\$ 65.00
Journeyman hourly rate, including mark-up	\$ 55.00	\$ 55.00
Apprentice hourly rate, including mark-up	\$ 45.00	\$ 45.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%
<b>F. CARPENTRY (Millwork)</b>		
Foreman hourly rate, including mark-up	\$ 65.00	\$ 65.00
Journeyman hourly rate, including mark-up	\$ 55.00	\$ 55.00
Apprentice hourly rate, including mark-up	\$ 45.00	\$ 45.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%
<b>G. Carpentry (Forming)</b>		
Foreman hourly rate, including mark-up	\$ 65.00	\$ 65.00
Journeyman hourly rate, including mark-up	\$ 55.00	\$ 55.00
Apprentice hourly rate, including mark-up	\$ 45.00	\$ 45.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%
<b>H. PAINTING</b>		
Foreman hourly rate, including mark-up	\$ 62.00	\$ 62.00
Journeyman hourly rate, including mark-up	\$ 54.00	\$ 54.00
Apprentice hourly rate, including mark-up	\$ 42.00	\$ 42.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%
<b>I. VINYL WALL COVERING</b>		
Foreman hourly rate, including mark-up	\$ 62.00	\$ 62.00
Journeyman hourly rate, including mark-up	\$ 54.00	\$ 54.00
Apprentice hourly rate, including mark-up	\$ 42.00	\$ 42.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%
<b>J. FLOORING</b>		
Foreman hourly rate, including mark-up	\$ 62.00	\$ 62.00
Journeyman hourly rate, including mark-up	\$ 54.00	\$ 54.00
Apprentice hourly rate, including mark-up	\$ 42.00	\$ 42.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%

**K. ACOUSTICAL CEILING**

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Foreman hourly rate, including mark-up	\$ 65.00	\$ 65.00
Journeyman hourly rate, including mark-up	\$ 55.00	\$ 55.00
Apprentice hourly rate, including mark-up	\$ 45.00	\$ 45.00
Material Mark-up (Not to exceed 15%)	15.00%	5.00%

L. GENERAL LABOR

Labor Foreman hourly rate, including mark-up	\$ 55.00	\$ 55.00
Laborer hourly rate, including mark-up	\$ 45.00	\$ 45.00

M. GENERAL CONTRACTOR

Overhead and profit mark-up on work performed additional to Contract Plans and Specifications, but not to exceed 7%.

(GMAX Proposals - This percentage must match the accepted Fee)

Combined Overhead & Profit (not to exceed 7%): 7.0%

N. Labor Burden Mark-up on labor only for performed in addition to Contract Drawings and Specifications, by the General Contractor's own forces. Detailed backup information will be required.

Total Labor Burden Markup-up (breakdown in Exhibit J): 25.0%

4. I understand that the Owner reserves the right to reject any and/or all bids, but that this bid shall remain open and not be withdrawn for a period of thirty (30) days from the date prescribed for its opening. I also understand that the bidders shall not be entitled to any compensation from the owner for expenses involved in bidding the work

5. I understand that the project construction schedule shall be established so as to provide Owner with beneficial occupancy in order to commence his use according to the following milestone dates.

	Letter of Intent/Notice to Proceed issued by:	<u>2/25/2008</u>
A.	Start Of Construction:	<u>3/3/2008</u>
B.	Available for Start of Store Fixturing:	<u>5/12/2008</u>
C.	Ready For Exterior Sign Installation:	<u>4/28/2008</u>
D.	Available for Start of Warehouse Racking:	<u>5/5/2008</u>
E.	Readt for Telephone Equipment Room Installation:	<u>4/28/2008</u>
F.	Ready for NOVAR/Entec Startup:	<u>5/12/2008</u>
G.	Flextray Installation Complete:	<u>4/21/2008</u>
H.	Fixturing Complete - Certificate of Occupancy:	<u>5/29/2008</u>
I.	Ready for Turnover to Merchandising - Punchlist Complete - Substantial Completion	<u>6/3/2008</u>

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6. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, if required, and proof of insurance coverage, all within fifteen (15) days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.
7. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
8. The names of all persons interested in the foregoing bid as principles are:  
Joe Hall - Vice President

(IMPORTANT NOTICE: If Bidder, or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president, and secretary; If a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last name in full).

CSI Construction

Licensed in accordance with an act for the registration of Contractors, and with license number:  
710391

SIGN HERE:

**NOTE:** If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:	<u>9272 Jeronimo Rd., Suite 116</u>		
City, State, Zip:	<u>Irvine, CA 92618</u>		
Telephone Number:	<u>949-380-3900</u>	Fax Number:	<u>949-380-3930</u>
E-Mail Address:	<u>jhall@csigc.com</u>		
Date Of Proposal:	<u>February 14, 2008</u>		

CONTRACTORS NAME:	<u>CSI Construction</u>
CONTRACTORS ADDRESS:	<u>9272 Jeronimo Rd., Suite 116</u>
CONTRACTORS CITY, STATE, ZIP:	<u>Irvine, CA 92618</u>

END OF SECTION

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**ALTERNATES**

**A. GENERAL**

Alternate(s) listed below are for the purpose of modifying the requirements and/or Drawings. All work affected by such alternate(s) shall be performed in strict accordance with the Construction Documents. The "amount" ADD or DEDUCT, stated below for each alternate shall be the net adjustment to Base Bid should the Owner elect to include it in the Contract. Owner reserves the right to accept or reject any or all alternates without invalidating the Base Bid. Contractor agrees to modify his proposal to include, at Owner's option, Alternates, if any, negotiated before execution of the Agreement.

**B. DESCRIPTION OF ALTERNATES**

1. When awarded the Contract, a bond may be required by the Owner. Contractor shall, within ten calendar days after signing of the Contract, deliver satisfactory payment and performance bonds in a form acceptable to the Owner and in an amount equal to one hundred percent (100%) of the contract sum. The amount indicated below will be added to the contract amount by establishing an allowance. The contractor will provide the actual invoice to adjust this allowance by change order. Circuit City will pay only the actual direct cost of these bonds. Such bonds, at the Owner's option, may be secured and paid for separately by the Owner.

- a. The above signed hereby states that the premium cost of such bond, if such bond is secured and paid for the above signed, will be an amount equal to:  
1 % of the contract sum.
- b. If a bond is required, no work shall commence until such bond is recorded with the county recorders office.  
ADD: \$ \$7,500.00

BONDING COMPANY'S NAME: HRH

ADDRESS: PO Box 469025

CITY, STATE ZIP: Denver, CO 80246

PHONE: 303-722-7776

FAX: 303-722-8862

CONTACT PERSON: Susan Lattarulo

**ALLOWANCES** - Bidders are advised that mark up for profit and overhead for allowances should be included in their base bid, no adjustment for profit and overhead will be allowed in change orders that net out allowances. See Article 5.3 of General Conditions.

1. Add to the construction base bid, the following allowances (per the Invitation to Bid):

There are NO allowances identified for this project. All items previously sourced via allowances are now covered by the FBO Program.

These allowances include freight only and do not include state and local sales taxes. The contractor shall purchase and install the equipment in accordance with Circuit City Store, Inc., instructions. Contractor shall be compensated by Circuit City for any additional monies used to purchase equipment and the contractor shall reimburse Circuit City for any allowance not used in the purchase of the equipment. NOTE: These allowances do not include site lighting.

Profit and overhead will not be considered if the final cost is less than or greater than the allowance.

Bid Proposal Form:

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04/03/2007

Date: 2/22/2008 2:36 PM

**INSPECTIONS**

1. Inspections on or about the date of substantial completion to determine the completion of the work and conformance of the work to the drawings and specifications. Written reports of deficiencies will be incorporated into a consolidated punchlist to be issued by Circuit City.
2. Inspections will include, but not be limited to: Roofing, plumbing, HVAC, HVAC controls, and electrical.
3. Circuit City will pay the cost of the initial inspection and one following-up "back-check" inspection. The Contractor shall correct deficiencies in a reasonable amount of time and notify Circuit City to schedule a back-check inspection.
4. If deficiencies are not corrected and in Circuit City's opinion additional back-check inspections are required beyond the first back-check inspection referenced above, the cost of such additional inspections (including travel, testing and preparation of reports) will be deducted from amounts owed to the Contractor.

<u>CONTRACTORS NAME:</u>	CSI Construction
<u>ADDRESS:</u>	9272 Jeronimo Rd., Suite 116
	Irvine, CA 92618
<u>PHONE NO.</u>	949-380-3900
<u>FAX NO.</u>	949-380-3930
<u>BID SUBMITTED BY:</u>	Joe Hall

END OF SECTION

Date: 2/22/2008 2:36 PM

**SECTION 00450**  
**SUBCONTRACTOR LIST**

Project Number: 4176  
Contractor: CSI Construction

Project Name: Monrovia, CA

SUB-CONTRACTOR	NAME
Demolition	Golden Gate
Asbestos Removal (If Required)	
Grading	
Paving	
Concrete	MK
Masonry	
Steel	LROD
Woodwork (Cabinets)	Canyon Countries
Roofing (EPDM)	Castlerock
Metal Batten Roofing	
Automatic Doors	Breezway
Storefronts, Glass & Glazing	Breezway
EIFS	Pacific Exteriors
Studs & Drywall	Interior Experts
Ceilings	Interior Experts
Flooring:	
Ceramic Tile	CTW
Resilient	
Solid Vinyl Tile	
Carpet	
Painting	CCI
Plumbing	Pac Ten
Sprinkler	
HVAC	Bracco
Electrical	UST

**END OF SECTION**

Bid Proposal Form:

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**Bid Breakdown**  
Part of Exhibit D

Bidder: Joe Hall - CSI

Bid Package Name: 4176 - Bid Package

Status: Submitted

Due: 2/14/2008 4:00:00 PM EST

Submitted Date: 2/14/2008 3:08 PM EST

**Qualifications and Exceptions:**

Line Item Number	Total
<b>DIVISION 1 - GENERAL CONDITIONS</b>	<b>\$145,681.00</b>
1005 - General Conditions	\$112,950.00
1010 - Overhead & Profit (Fee)	\$32,731.00
<b>DIVISION 2 - SITEWORK</b>	<b>\$51,450.00</b>
2010 - Site Clearing & Erosion Control	\$1,500.00
2020 - Demolition	\$44,950.00
2030 - Excavation & Grading	\$1,500.00
2040 - Site Storm Drainage	\$0.00
2050 - Site Utilities	\$0.00
2060 - Concrete Walks	\$0.00
2070 - Precast Bollards	\$0.00
2080 - Site Retaining Walls	\$0.00
2090 - Curb & Gutter and Entrances	\$0.00
2100 - Concrete Paving	\$0.00
2110 - Asphalt Paving & Striping	\$3,500.00
2120 - Exterior Fencing	\$0.00
2130 - Landscaping & Irrigation	\$0.00
2140 - Site Lighting from 5' out	\$0.00
2999 - Sitework Other	\$0.00
<b>DIVISION 3 - CONCRETE</b>	<b>\$28,714.00</b>
3010 - Concrete Foundations	\$25,114.00
3020 - Concrete Slab	\$3,600.00
3030 - Concrete Sidewalks, Steps, stoops, pads, etc.	\$0.00
3060 - Building Excavation & Backfill	\$0.00
3070 - Tilt Wall Panels	\$0.00
3999 - Concrete Other	\$0.00
<b>DIVISION 4 - MASONRY</b>	<b>\$5,000.00</b>
4050 - Unit Masonry	\$0.00
4999 - Masonry - Other	\$5,000.00
<b>DIVISION 5 - METALS</b>	<b>\$10,360.00</b>
5010 - Structural Metal	\$14,360.00
5020 - Misc. & Ornamental Metal	\$5,000.00
5999 - Metals - Other	\$0.00
<b>DIVISION 6 - ROUGH CARPENTRY</b>	<b>\$32,000.00</b>
6010 - Rough Carpentry	\$17,000.00
6020 - Finish Carpentry	\$5,000.00
6030 - Millwork	\$10,000.00
6999 - Carpentry Other	\$0.00
<b>DIVISION 7 - MOISTURE CONTROL</b>	<b>\$21,300.00</b>
7010 - Waterproofing	\$0.00
7020 - Building Insulation	\$7,500.00
7040 - Sheetmetal Work	\$3,800.00
7050 - Roofing & Roof Insulation	\$7,500.00
7055 - Exterior Metals	\$0.00
7060 - Roof Accessories	\$0.00
7070 - Caulking & Sealants	\$2,500.00
7999 - Moisture Control - Other	\$0.00

**Bid Breakdown**  
Part of Exhibit D

<b>DIVISION 8 -- DOORS WINDOWS &amp; GLASS</b>	<b>\$22,200.00</b>
8010 -- Steel Doors and Frames	\$7,200.00
8020 -- Wood & Plastic Doors	\$0.00
8030 -- Impact Doors	\$0.00
8040 -- Overhead Doors	\$0.00
8050 -- Entrance & Store Front	\$15,000.00
8060 -- Security Gates	\$0.00
8070 -- Finish Hardware	\$0.00
8080 -- Glass & Glazing	\$0.00
8090 -- Fire Doors	\$0.00
8999 -- Doors, Windows & Glass - Other	\$0.00
<b>DIVISION 9 -- FINISHES</b>	<b>\$97,210.00</b>
9010 -- Lath, Plaster & EIFS	\$4,000.00
9020 -- Stud & Drywall	\$59,000.00
9030 -- Ceramic Tile	\$2,940.00
9040 -- Acoustical Ceilings	\$4,270.00
9050 -- Carpet	\$0.00
9060 -- Resilient Flooring	\$0.00
9070 -- Sheet Vinyl Flooring	\$0.00
9080 -- Rubber Flooring	\$0.00
9090 -- Painting/Wall Coverings	\$25,050.00
9100 -- Marble Panels (FRP)	\$1,950.00
9999 -- Finishes Other	\$0.00
<b>DIVISION 10 -- SPECIALTIES</b>	<b>\$5,450.00</b>
10010 -- Toilet Partitions	\$0.00
10020 -- Interior Signage	\$1,000.00
10030 -- Fire Extinguishers	\$650.00
10040 -- Toilet Accessories	\$1,300.00
10070 -- Rolling Conveyor	\$0.00
10080 -- Lockers	\$0.00
10999 -- Specialties - Other	\$2,500.00
<b>DIVISION 11 -- EQUIPMENT</b>	<b>\$1,500.00</b>
11010 -- Miscellaneous Equipment	\$1,500.00
11020 -- Loading Dock Equipment	\$0.00
11030 -- Elevators/Lifts	\$0.00
<b>DIVISION 12 -- FURNISHINGS</b>	<b>\$0.00</b>
12010 -- Window Treatment	\$0.00
12020 -- Coat Rack	\$0.00
12030 -- Floor Mats	\$0.00
<b>DIVISION 15 -- MECHANICAL</b>	<b>\$61,736.00</b>
15010 -- Plumbing	\$29,100.00
15020 -- Fire Protection	\$0.00
15030 -- HVAC	\$32,636.00
<b>DIVISION 16 -- ELECTRICAL</b>	<b>\$195,976.00</b>
16090 -- Electrical	\$195,976.00
<b>TOTAL:</b>	<b>\$687,577.00</b>

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) 11/1/2008 2/25/2008	
<b>PRODUCER</b> Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver CO 80237				<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>			
<b>INSURED</b> 1301365 Colorado Structures, Inc. dba CSI Construction Company 9272 Jeronimo Road Irvine, CA 92618				<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
				<b>INSURER A:</b> Arch Insurance Company		11150	
				<b>INSURER B:</b> Everest National Insurance Company		10120	
				<b>INSURER C:</b> Travelers Property Casualty Co of America		25674	
				<b>INSURER D:</b>			
				<b>INSURER E:</b>			

<b>COVERAGES</b>						TU				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR	ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	71PKG2162200	11/1/2007	11/1/2008	EACH OCCURRENCE	\$ 1,000,000			
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000				
		MED EXP (Any one person)				\$ 5,000				
		PERSONAL & ADV INJURY				\$ 1,000,000				
						GENERAL AGGREGATE	\$ 2,000,000			
						PRODUCTS - COM/POP AGG	\$ 2,000,000			
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	71PKO2162200	11/1/2007	11/1/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
		BODILY INJURY (Per person)				\$ XXXXXXXX				
		BODILY INJURY (Per accident)				\$ XXXXXXXX				
		PROPERTY DAMAGE (Per accident)				\$ XXXXXXXX				
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	NOT APPLICABLE							
		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	71C2000143-071	11/1/2007	11/1/2008	EACH OCCURRENCE	\$ 10,000,000			
						AGGREGATE	\$ 10,000,000			
							\$ XXXXXXXX			
							\$ XXXXXXXX			
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <b>NO</b> If yes, describe under SPECIAL PROVISIONS below	71WCI2162100	11/1/2007	11/1/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER				
						E.L. EACH ACCIDENT	\$ 1,000,000			
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
C		<b>OTHER</b> Builder's Risk	QT6609471B260TIL07	11/1/2007	11/1/2008	Limit: \$25,000,000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS RE: Circuit City Store #4176, Monrovia, CA.										

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
3575235  Circuit City Stores, Inc. 9950 Mayland Dr. Richmond, VA 23233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Charles M. McDaniel</div>	

ACORD 25 (2001/08) For questions regarding this certificate, contact the number listed in the "Producer" section above. © ACORD CORPORATION 1988

EXHIBIT F

**CIRCUIT CITY STORES, INC.**

NOTICE TO PROCEED

**PROJECT:** *CIRCUIT CITY Store #4176*  
*Monrovia, CA/CompUSA*  
**CONTRACTOR:** *Colorado Structures, Inc. - CA*  
**LETTER OF INTENT DATE:** *February 22, 2008*  
**CONTRACT AMOUNT:** *\$687,577*

You are hereby notified to commence work on the above referenced contract on or before 3/3/2008 and shall fully complete all of the work in accordance with contract documents, plans and specifications within 93 consecutive calendar days thereafter. Therefore, the completion date for the following schedule is 6/3/2008.

a)	Start of Construction	<u>3/3/2008</u>
b)	Available for Start of Store Fixturing:	<u>5/12/2008</u>
c)	Ready For Exterior Sign Installation:	<u>4/28/2008</u>
d)	Available for Start of Warehouse Racking:	<u>5/5/2008</u>
e)	Ready for Telephone Equipment Room Installation:	<u>4/28/2008</u>
f)	Ready for NOVAR/Entec Startup:	<u>5/12/2008</u>
g)	Flextray Installation Complete:	<u>4/21/2008</u>
h)	Fixtures Complete/Certificate of Occupancy:	<u>5/29/2008</u>
i)	Ready for Turnover to Merchandising/Punchlist Complete	
	Substantial Completion:	<u>6/3/2008</u>

Dated this 29th day of February, 2008

BY: 

John B. Mulleady

TITLE: Vice President of Construction

**ACCEPTANCE OF NOTICE**

Receipt of the foregoing Notice to Proceed is hereby acknowledged.

This 3 day of MARCH, 2008.

BY: 

TITLE: VICE PRESIDENT



Change Order Summary

CO #1 - 'Change Order Request #1'

Contract: 4176 - Construction Contract  
Assigned To: Andrew Snedeker  
Date: 4/15/2008  
To: Chuck Reed  
From: Andrew Snedeker

Project Name: CA:Monrovia: #4176  
Project #: 04176  
Address: 745 West Huntington Drive  
Monrovia, California 91016

Detail

Status	Line Item	Subject	Estimated	Final
Approved	9020 - Stud & Drywall	Work Directive 1B	\$2,274.11	\$2,274.11
Detail: Please see the attached work directive regarding the re-work of the ceiling in the restrooms			\$2,274.11	\$2,274.11

Approved By:

Signature

Printed Name

Signature

Printed Name

Change Order Summary

2008  
2

CO #2 - 'Change Order 2'

Contract: 4176 - Construction Contract  
Assigned To: Andrew Snedeker  
Date: 5/30/2008  
To: Chuck Reed  
From: Andrew Snedeker

Project Name: CA:Monrovia: #4176  
Project #: 04176  
Address: 745 West Huntington Drive  
Monrovia, California 91016

Detail

Status	Line Item	Subject	Estimated	Final
Approved	1005 - General Conditions	Work Directive 7B	\$22.00	\$22.00
Approved	1010 - Overhead & Profit (Fee)	Work Directive 7B	\$104.34	\$104.34
Approved	9999 - Finishes Other	Work Directive 7B	\$1,021.35	\$1,021.35
			\$1,147.69	\$1,147.69

Approved By:

Signature

Printed Name

Signature

Printed Name

Change Order Summary

3

RECEIVED

CO #3 - 'Change Order 3'

Contract: 4176 - Construction Contract  
Assigned To: Andrew Snedeker  
Date: 6/3/2008  
To: Chuck Reed  
From: Andrew Snedeker

Project Name: CA:Monrovia #4176  
Project #: 04176  
Address: 745 West Huntington Drive  
Monrovia, California 91016

Detail

Status	Line Item	Subject	Estimated	Final
Approved	1005 - General Conditions	Work Directive 2B Detail: Work Directive regarding the installation	\$5,402.15	\$5,402.15
Approved	9060 - Resilient Flooring	Work Directive 2B Detail: Work Directive regarding the installation	\$27,334.00	\$27,334.00
Approved	9100 - Marble Panels (FRP)	Work Directive 3B	\$762.08	\$762.08
Approved	1010 - Overhead & Profit (Fee)	Work Directive 3B	\$76.21	\$76.21
Approved	1010 - Overhead & Profit (Fee)	Work Directive 4B Detail: Work Directive 4B with backup	\$125.00	\$125.00
Approved	7040 - Sheetmetal Work	Work Directive 4B Detail: Work Directive 4B with backup	\$775.00	\$775.00
Approved	8060 - Security Gates	Work Directive 4B Detail: Work Directive 4B with backup	\$475.00	\$475.00
Approved	8060 - Security Gates	Work Directive 5B	\$6,283.00	\$6,283.00
Approved	1005 - General Conditions	Work Directive 9B	\$25.99	\$25.99
Approved	1010 - Overhead & Profit (Fee)	Work Directive 9B	\$111.94	\$111.94
Approved	9090 - Painting/Wall Coverings	Work Directive 9B	\$1,093.39	\$1,093.39
			\$42,463.76	\$42,463.76

Approved By:

Signature

Printed Name

4

<b>Contract:</b> 4176 - Construction Contract <b>Assigned To:</b> Andrew Snedeker <b>Date:</b> 8/25/2008 <b>To:</b> Matt Thurling <b>From:</b> Andrew Snedeker	<b>Project Name:</b> CA:Monrovia: #4176 <b>Project #:</b> 04176 <b>Address:</b> 745 West Huntington Drive Monrovia, California 91016
--	---

Status	Line Item	Subject	Estimated	Final
Approved	1010 - Overhead & Profit (Fee)	Work Directive 6B	\$732.69	\$732.69
Approved	15030 - HVAC	Work Directive 6B	\$2,511.94	\$2,511.94
Approved	- DIVISION 16 – ELECTRICAL	Work Directive 6B	\$4,814.96	\$4,814.96
			<u>\$8,059.59</u>	<u>\$8,059.59</u>

Signature

Printed Name

**Signature**

ANDY SNEDEKER

Printed Name

DMDOCS1-#1162223-v1-CSI\_v\_\_Circuit\_City\_(Monrovia)\_Interest\_Calculation.XLS 1/28/2009

HSR prejudgment interest as of 2/15/06							
<b>PRINCIPAL</b>							
Claim A	\$81,405.85						
Claim B							
Claim C							
Claim D							
Claim E							
Claim F							
Claim G							
Total Principal	\$81,405.85						
<b>SIMPLE INTEREST</b>							
10%	Base	Daily Rate	Daily Amount	Start Date	End Date	Days	Total
Claim A	\$81,405.85	0.027%	\$22.30	9/26/2008	#####	45	\$1,003.63
Claim B	\$0.00	0.027%	\$0.00			0	\$0.00
Claim C	\$0.00	0.027%	\$0.00			0	\$0.00
Claim D	\$0.00	0.027%	\$0.00			0	\$0.00
Claim E	\$0.00	0.027%	\$0.00			0	\$0.00
Claim F	\$0.00	0.027%	\$0.00			0	\$0.00
Claim G	\$0.00	0.027%	\$0.00			0	\$0.00
Total interest			\$22.30				\$1,003.63
Total principal and interest							\$82,409.48

**Note:**

Enter data only in shaded cells

Enter dates in date format (e.g., 6/19/98)

Enter interest in decimal form (e.g., 0.1)